

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
LMG, LLC
REPLACEMENT OF AUDIO VISUAL SYSTEM FOR BOARD CHAMBERS
RFP #14-0434**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and LMG, LLC, a Florida limited liability corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #14-0434, for procurement of a vendor to provide audio visual solutions for the Board Chambers; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide an audio visual solution for the Board Chambers as identified in the Scope of Services, set forth **Exhibit A**, attached hereto and incorporated herein by reference, as clarified or amended by Addendum #1, dated May 12, 2014, and Addendum #2, dated May 15, 2014, attached hereto and incorporated herein by reference as **Exhibit B**. CONSULTANT shall provide all equipment, materials and services as identified in **Exhibit C**, attached hereto and incorporated herein by reference.

2.2 CONSULTANT shall supply the COUNTY with three (3) comprehensive training manuals which describe the appropriate use of the equipment installed pursuant to the terms of this Agreement. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the COUNTY.

2.3 This Agreement shall be effective for ninety (90) days immediately following the date of execution of the Agreement by the COUNTY. Removal of the old system and installation of the new system shall take place between July 23, 2014 and August 10, 2014. Additional time to perform these services shall not be granted. All services shall be completed no later than August 13, 2014. **CONSULTANT AGREES AND ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN COMPLETING THE WORK REQUIRED HEREUNDER IN THE TIME FRAMES SPECIFIED.**

2.4 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services

as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.5 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.6 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
- B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 Payment shall for all services required hereunder shall not exceed **\$140,000**, and shall be paid in one lump sum upon approval and acceptance of the work at the conclusion of the project. Payment shall be based upon the equipment, materials, good and services identified in the Consultant's Pricing, set forth in **Exhibit C**. Payment shall be withheld if the deliverables identified herein are not supplied to the satisfaction of the COUNTY.

3.2 Invoices shall be submitted in duplicate to Steve Earls, Director, Information Technology Department, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the fee set forth in Section 3.1 above, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit

\$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT

expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. The CONSULTANT shall conform to all relevant federal, state, and local regulations during the course of such effort. Any fines levied by the governmental authorities having jurisdiction over the work shall be borne by the CONSULTANT. Barricades shall be provided by the CONSULTANT when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

5.19 Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each work day, and disposed of in an appropriate manner. Upon final completion, the CONSULTANT shall thoroughly clean up all areas where work has been involved as mutually agreed upon with the COUNTY.

5.20 Risk of Loss.

A. The CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONSULTANT, and until delivery to, and acceptance of, that property to the COUNTY. The CONSULTANT shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONSULTANT or a third party.

B. The CONSULTANT shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONSULTANT shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Pierre Lesperance
2350 Investors Row
Orlando, Florida 32837

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement


7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Addendums
Exhibit C	Consultant's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 10 day of June, 2014, and by CONSULTANT through its duly authorized representative.

CONSULTANT
LMG, LLC

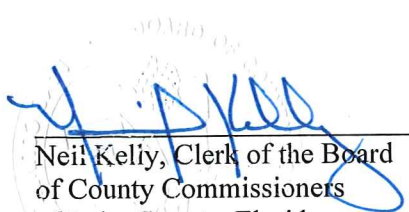

Leslie M. Goldberg, CEO

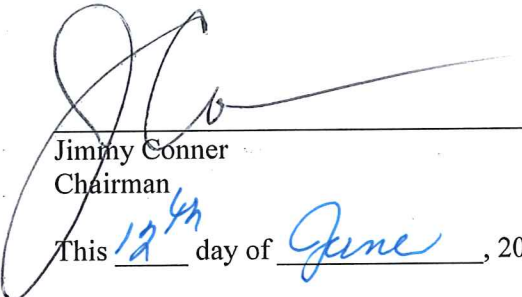
This 30 day of May, 2014.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida


Jimmy Conner
Chairman

This 12th day of June, 2014.

Approved as to form and legality:

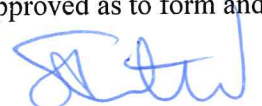

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

SCOPE OF SERVICES

The Lake County Board of County Commissioners is seeking an Authorized Crestron Dealer to provide an Audio Visual solution for the Board Chambers in conjunction with the County's needs. This scope of services includes the removal of the old system, the purchase and installation of the new system, optional items, and training Lake County employees how to use the new system.

The County previously purchased Crestron equipment for the installation in the new Lake County Courthouse and is requesting a Crestron DigitalMedia System for the purpose of standardization.

The County's total available budget for this project shall not exceed \$140,000.00.

The chambers will be closed from July 23 until August 10, 2014 for the vendor to remove, provide and install the new system and any optional items purchased. Additional time for these services shall not be allowed.

It is a requirement that the vendor train staff on the use of the system and be on site for the first commission meeting on August 12, 2014, at 8am until adjourned to verify operation and work out any system issues.

CURRENT SYSTEM CONFIGURATION

The Lake County Board of County Commissioners desires to replace the existing twenty (20) year old AV system in the Board Chambers. The current system is controlled by an AMX control system. The system controls the various devices, various control panels, and electric lighting system and accessories.

The heart of the current system is a combination RGB, video, and audio matrix switcher which allows for the routing of various sources to various destinations. The inputs and outputs are as follows:

VIDEO INPUTS

- Two RGBS/VGA Wall Plates (Computer Hookup)
- Document Camera System
- Computer / Slide to Video System
- Two SVHS VCRs and one VHS VCR
- Television Tuner
- Three meeting room cameras – Sony with pan and tilt controls
- 486 PC running DOS is used for character generation

VIDEO OUTPUTS

- Dais Monitors (10) VGA
- Audience Monitors (3) 46" LCDs and (1) 30" LCD monitor using VGA and RGB connections but are HDMI capable.

- Control Room - (6) Sony Trinitron 8" monitors and one 15" monitor
- Lobby Monitors (2) RGBS
- Presenter's Monitor VGA
- VHS VCR Recording
- Monitors on 3rd, 4th, and 5th floor near elevators

AUDIO

- The audio system consists of various Shure amplifiers, distribution amplifiers, automatic microphone mixers, Shure podium microphones (2), dais microphones (11), and conference table microphones (2). Each of the five commissioners wears a lavalier microphone in addition to the dais microphones and each has the ability to mute their dais microphone and or lavalier microphone via lighted buttons at their seat. Additionally, the Chairman can mute all other microphones.
- Assistive listening devices are made available to the public upon request and handheld wireless microphone is available for audience participation.
- There are twenty-nine 6" ceiling mounted loudspeaker assemblies (Atlas Soundolier). Including enclosure, grille, transformer, and speaker. (17 audience, 10 dais, 2 control room, and one meeting room). **These will be re-used with the new system.**

REMOTE CONTROL PANELS

- Lighting controls (on/off selections) at each entry door (2)
- Podium controls for document camera
- Handheld remote control
- Touch Screen Panel
- Rack mount control panel
- Audio and Video Power On/Off, and Lighting Controls mounted behind Dais.

SPECIFICATIONS FOR THE NEW AV SYSTEM

Removal of all existing components and cabling is required. The County will transport these items to the surplus warehouse.

The new system shall be built around a Crestron DigitalMedia Switcher containing the necessary components to support the required input/output devices which the awarded vendor shall provide-

- Eleven 21" high definition monitors, three 46" LCD monitors, one 30" LCD Monitor, and five standard definition monitors plus whatever is necessary for the control room.
- Fourteen 18" and six 12" gooseneck style microphones will be required for the dais, conference table, and podiums. Dais microphones shall have a mute control that can be enabled/disable at each dais position and a master mute control for the chairman.
- The two speaker podiums and conference table shall be equipped for laptop and notebook presentation connectivity with audio and video outputs (VGA, HDMI, sound jacks)

- Five high definition cameras with pan and tilt controls shall be located strategically inside the chambers. A high definition document camera shall be mounted in the ceiling and appropriate controls mounted at one speaker podium.
- Streaming video connectivity to the County's network.
- AV feed to the dais to support the Clerk's recorder.

The County plans to use the existing three 46" LCD monitors, one 30" LCD monitor, the hearing assistance equipment, a handheld wireless microphone, and all speaker systems.

In addition to the needs above, the Board Chambers AV control room will need to be equipped with the following components:

- A video character generator
- Camera controls
- Sound controls
- Two Audio-Video Recorders using SD media and/or network storage to record meetings that take place (one is a backup or spare)
- Audio-Video playback using DVD, USB, other types of popular media
- Uninterruptible power supplies to keep the equipment operational during thunderstorms
- TV Tuner
- Power up/down controls
- Lighting controls

REMOTE CONTROL PANELS

- Interface with existing lighting controls (on/off selections) at each entry door (2)
- Install new Podium controls for document camera at the podium and in the control room
- Interface with existing Audio and Video Power On/Off and Lighting Controls mounted behind Dais
- Install new Audio outlet for Press

OPTIONAL ITEM: AUDIENCE MICROPHONES

Rather than use a wireless microphone, vendor shall propose a solution for amplifying voices coming from the audience. Vendor shall propose zone coverage that can be enabled on demand from the dais or control room.

EXHIBIT B: ADDENDUMS



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: May 12, 2014

RFP No. 14-0434

RFP Title: Replacement of Audio Visual System for Board Chambers

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the RFP. The information provided herein summarizes discussions at the mandatory pre-proposal/site visit meeting. Attendees of this meeting are noted on the County website for this solicitation.

The mandatory conference commenced with a general review of the RFP with specific emphasis paid to various specific terms and conditions and the statement of work in the RFP including:

- It was confirmed that this was a mandatory pre-proposal conference and responses would not be accepted from vendors that did not attend the conference.
- The County's total available budget for the project shall not exceed \$140,000.
- The Board Chambers will be closed from July 23 until August 10, 2014 for the vendor to remove, provide and install the new system and any optional items purchased. Additional time for these services shall not be allowed. (See question 7 below)
- It is a requirement that the vendor train staff on the use of the system and be on site for the first commission meeting on August 12, 2014 at 8:00 AM until adjourned to verify operation and work out any system issues.
- All materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.
- Vendors shall clearly address items in Section 1.13.2 C, Tab 2, A, B, C, D, E, F, G, and H.
- Detailed as-built drawings (including existing power sequencing) shall be included in Section 1.13.2 C, Tab 2, D.
- The removal of all existing components and cabling is required. The County will transport all components to the surplus warehouse and the vendor shall dispose of all cabling.

- The current recording system is used by the Clerk's office and will not be removed.
- The vendor is required to supply the County with grommets (or places/coverings) for each hole not utilized in the new configuration of the dais and control room areas.

Questions/Answers:

Question 1: Is the County replacing or is it the vendor responsible to remove the AMX system?

Answer 1: Only the controls that are not necessary to interface with the Crestron DM shall remain in place.

Question 2: Are the commissioners high definition monitors required to be 21"?

Answer 2: The eleven (11) 21" high definition monitors located in the dais shall be low to the desk. Due to height restrictions, a 21" monitor may not be the proper solution. Vendor may propose an alternate solution, although the County would like the largest monitor size that will fit the space.

Question 3: The RFP states that all existing components and cabling shall be removed. Does the County have old documentation of cabling and the old system and the structure of the room? If so, can this be provided?

Answer 3: Plans will be available for viewing after May 13, 2014. Contact Sandra Rogers at srogers@lakecountyfl.gov.

Question 4: Should the vendor provide HD for live streaming?

Answer 4: Yes

Question 5: Can the vendor re-use or re-purpose the control room racks?

Answer 5: Yes, however, the vendor is required to install filler plates to the unused areas.

Question 6: Is the vendor required to provide the ladders for the higher areas within the Chambers or will the County provide?

Answer 6: The vendor is required to provide all labor, materials, and equipment.

Question 7: What are the County's hours of operation?

Answer 7: The County, for purposes of the installation of the AV system for the Board Chambers, will ensure that the vendor has ample time to complete this project in a timely manner. In doing so, County staff will be available after hours when requested if prior arrangements are made.

Question 8: In the Scope of Services at the bottom of "Video Outputs" it states in bold that the County plans to use the existing three (3) 46" LCD audience monitors, the one (1) 30" LCD monitor, the hearing assistance equipment, a handheld wireless microphone all speakers. Can the vendor reuse the four (4) monitors for this project?

Answer 8: The three (3) 46" LCD audience monitors are available for the vendor to use, however, the one (1) 30" LCD monitor will need to be provided by the vendor.

Question 9: Are lavaliers a requirement?

Answer 9: No, however, the new system shall have this capability for the County to add this at a later date.

Question 10: Are the 11 dais microphones a requirement?

Answer 10: Yes. See Scope of Services for required muting capabilities. Additionally, the County would like overriding capabilities from the Control Room.

Question 11: Is the XLR connector media feed required to be replaced?

Answer 11: No, however, the County wants it operational so we can use our existing multi-box. Additionally, an industry standard "press feed" must be added adjacent to it to support press (media) needs

for audio and video.

(Question 12: How do you connect to the rest of the County?

Answer 12: Ethernet copper RJ45 and single mode fiber.

Question 13: Who provides the output program feed?

Answer 13: This is currently done in house.

Question 14: Is the vendor required to get a low voltage permit?

Answer 14: Yes. Contact Lake County Building Services, 315 W. Main Street, Room 523, Tavares, Florida. Vendor is responsible for \$79.00 flat fee.

Question 15: Is there a dedicated Lake County TV channel?

Answer 15: Not at this time.

Question 16: Will the SD infrastructure stay in place?

Answer 16: For budgetary reasons, yes.

Question 17: Will the TV's and speaker enclosures in the lobby and all landings need to be replaced?

Answer 17: No, just ensure that the AV feed is operational.

Question 18: What is the current Clerk's recording software?

Answer 18: DCR2 is used to transcribe meeting and ties into our streaming.

(Question 19: Is the vendor required to remove the black smoke screen and replace with drywall?

Answer 19: The black smoke screen will be removed. Drywall is not required to be installed.

Question 20: Section 1.25 states that offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk and Sumter Counties).

Answer 20: The County would like of full range of parts and repairs for the items covered by this solicitation and resulting contract.

Question 21: Regarding the two (2) audio video recording using SD video network storage: Are you looking for hardware or a software solution?

Answer 21: The County is requesting a hardware solution.

Question 22: What is the County's recording capabilities?

Answer 22: Currently only DVD recorder.

Question 23: Is the existing coax connection to the Clerk's recording system at the dais to be replaced?

Answer 23: The existing coax connection to the Clerk's recording system at the dais must remain in place and be operational, and HD video and audio feed must be added.

Question 24: Is the document camera to be replaced?

(Answer 24: An HD document camera is requested to replace the current ceiling mounted document camera.

Question 25: Texting and Ipad controls?

(Answer 25: The ability to send a message to a dais monitor is requested. Ipad or tablet control of the Creston system is requested.

Question 26: Will the County need a video switcher for the camera's and character generator?

Answer 26: The Crestron system should be able to route AV signals from various inputs to any selected output.

Note: Although the mandatory pre-proposal conference has been held in the Board Chambers which included a site visit, vendors, with approval of a date and time, may request permission to view the Board Chambers again to obtain measurements. To request approval please email sgrogers@lakecountyfl.gov. After this visit, requests will not be approved for a second site visit for the same vendor. To ensure availability of the Board Chambers, vendors shall provide adequate time to allow for the request for approval. Site visits will not be allowed after May 19. To ensure replies to questions, questions should be submitted no later than five (5) working days before the proposal of due date, May 23, 2014.

Firm Name: LMG, LLC Date: 5-23-14
Signature: P. Lesperance Title: SALES ENGINEER
Typed/Printed Name: PIERRE LESPERANCE



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2

Date: May 15, 2014

RFP No. 14-0434

RFP Title: Replacement of Audio Visual System for Board Chambers

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Change to the answer to Addendum # 1, Question # 26:

Question 26: Will the County need a video switcher for the camera's and character generator?

Answer 26: Yes

Note: The plans for this solicitation may be made available for viewing by requesting an appointment and will be viewed on a County computer. These plans will not be distributed and will not become a part of the bid documents. Please contact Sandra Rogers at srogers@lakecountyfl.gov to make an appointment.

Firm Name: LMG, LLC Date: 5-23-14
Signature: P. Lesperance Title: SALES ENGINEER
Typed/Printed Name: PIERRE LESPERANCE

EXHIBIT C: CONSULTANT'S PRICING
PRICING SECTION

Total cost to complete this project shall not exceed \$140,000.00 and shall include the removal of the old system, the purchase, delivery, labor, installation of all items, and mandatory training during the August 12, 2014 Board meeting as stated in the scope of services.

Vendor shall supply a list of all components, part numbers, quantities and supplies required under Section 1.13.2, C, Tab 2, D.

Item #	Description	Cost
1	Total cost to remove current system	\$1450.00
2	Provide all labor, delivery, materials and services to replace the current audio-visual system currently installed in the Lake County BCC Chambers as described in the Scope of Services.	
2A	Video Portion of overall effort	\$93,908.65
2B	Audio Portion of overall effort	\$21,661.86
2C	Control Portion of the overall effort	\$17,737.99
Total cost for items above		\$134,758.50

Optional Item: Audience Microphones

Vendor shall supply a list of all components, part numbers, quantities and supplies required under Section 1.13.2, C, Tab 2, E.

Item #	Description	Cost
3	Optional Item: Audience Microphones as stated in the Scope of Services (includes labor and installation)	\$13,324.15

Additional Optional Items:

It is understood that there are a magnitude of different options that can be associated with this type of AV system. Vendors are encouraged to offer additional optional solutions built around the Crestron DigitalMedia System. Vendor shall supply cost and description for each optional item and supply a list of all components, part numbers, quantities and supplies required under Section 1.13.2, C, Tab 2, F.

4	Optional Items: Vendor may propose additional optional items. Include installation charge.	Cost
4A	Crestron Air Media Wireless and Input card	\$3,308.16
4B	Sharp 70" LCD & Mounts	\$8,106.32
4C	Brightsign Signage	\$2,659.01
4D	Custom On/Off Session Light	\$2,251.16

It is mandatory that installation take place between July 23 and August 10, 2014 inclusive.

At no additional cost to the County, the vendor shall train staff on the use of the system and be on site for the first commission meeting, August 12, 2014, at 8am until adjourned to verify operation and work out any system issues. No exceptions shall be accepted. Vendor acknowledges and accepts this mandatory requirement by initialing here: P.L.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 14-0434

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Orlando FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

Vendor Information and Signature			
Firm Name:	LMG LLC		
Street Address:	2350 Investors Row, Orlando FL 32837		
Mailing Address (if different):	_____		
Telephone No.:	407-852-4411	Fax No.:	407-438-8422
E-mail:	pierre.lesperance@lmg.net		
FEIN No.	80 - 0966671	Prompt Payment Terms:	_____ % _____ days, net _____
Signature:	<u>P. Lesperance</u>	Date:	<u>5-23-14</u>
Print Name:	<u>PIERRE LESPERANCE</u>	Title:	<u>SALES ENGINEER</u>
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
Vendor awarded as:			
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price		
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____		
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____		
Signature of authorized County official: _____		Date: _____	
Printed name: _____		Title: _____	

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 14-0434

RFP TITLE: Replacement of Audio Visual System for Board Chambers

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

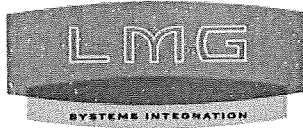
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP:
Addendum #1, Dated: <u>May 12, 2014</u>
Addendum #2, Dated: <u>May 15, 2014</u>
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

*Lake County Board of County Commissioners
Lake County BOC Main AV Upgrades*

*LMG, Inc. - 2350 Investors Row, Orlando, FL 32837
Toll Free (800) 226-3100 / Direct (407) 850-0505 / Fax (407) 438-8422*



V. 6
May 29, 2014

Quote

Lake County Board of County Commissioners Billing Address:

Attn: C Steven Earls
315 W. Main Street
Tavares FL 32778

Attn: C Steven Earls
315 W. Main Street
Tavares FL 32778

Phone: 352-343-9633
Fax: 352-253-6136

Phone: 352-343-9633
Fax: 352-253-6136

Lake County BOC Main AV Upgrades

Shipping Via: TBD

Prepared By: Pierre Lesperance

EQUIPMENT

QTY	DESCRIPTION	LMG PRICE	TOTAL
Video			
11	Samsung S22C200B 21" LCD, 1920x1080 Monitor	\$160.18	\$1,761.98
1	Sharp LC32LE551U 32" LED LCD 1920x1080	\$280.21	\$280.21
1	Chief MTAU MTA UNIVERSAL Wall Mount	\$86.09	\$86.09
2	Gefen EXT-HDMI1.3-1410SIL 1.3 1x10 Distribution Amp	\$511.08	\$1,022.16
6	Comprehensive HD-HD-20EPRO 20' (6.1 m) HR Pro Series HDMI Cable w/ Ethernet	\$21.18	\$127.08
6	Comprehensive HD-HD-15EST Standard Series HDMI 15' High Speed Ethernet	\$14.12	\$84.72
1	Crestron DM-MD16X16 16x16 DigitalMedia™ Switcher	\$5,058.83	\$5,058.83
3	Crestron DM-TX-201-C DigitalMedia 8G Shielded Twisted Pair Transmitter 201	\$764.71	\$2,294.13
4	Crestron DMC-C DigitalMedia 8G™ STP Input Card for DM™ Switchers	\$647.06	\$2,588.24
2	Crestron DMC-DVI DVI/RGB Input Card for DM Switchers	\$470.59	\$941.18
6	Crestron DMC-HD HDMI Input Card for DM Switchers	\$470.59	\$2,823.54
6	Crestron DMCO-5550 6 DM 8G+ W/3 HDMI Output Card	\$2,294.12	\$13,764.72
4	Crestron DMCO-3300 4 HDMI w/4 Stereo Analog Output Card	\$823.53	\$3,294.12
6	Crestron DM-RMC-100-C Digital Media 8G STP Receiver & Room Controller 100	\$529.41	\$3,176.46
3	Crestron FT-PWR-D Flip Top Power Center, Dual AC Outlets	\$529.41	\$1,588.23
2	Crestron CAPTURE-HD-PRO Capture HD High-Definition Capture Recorder w/3G-SDI	\$3,411.76	\$6,823.52
1	Crestron AM-100 AirMedia Presentation Gateway	\$975.61	\$975.61
1	Custom In Session / Off Session Light	\$533.33	\$533.33
1	Vaddio 999-5655-000 HD-SDISeamless Switcher/Controller	\$8,511.90	\$8,511.90
5	Vaddio 999-6947-100 Wallview HD-19 HD Camera w 19x Lens	\$4,269.06	\$21,345.30
1	Vaddio 999-5520-022 22" Touchscreen LCD Multiview Monitor	\$1,279.76	\$1,279.76
1	Vaddio 999-3028-000 CeilingVIEW HD-18 DocCam DVI/HDMI	\$3,803.57	\$3,803.57
1	ChyTV LogoIT Character Generator	\$3,680.00	\$3,680.00
1	APC SURTA1500RMXL2U Smart-UPS RT 1500VA Rack Tower 120V	\$1,189.35	\$1,189.35
1	Custom Audio Panel for Press	\$323.53	\$323.53
Section Total			\$87,357.56
Audio			
1	Lectrosonics SPN-1624 Digital Matrix Mixer	\$4,200.00	\$4,200.00
1	Lectrosonics SPN16i Input Expansion Unit	\$2,328.24	\$2,328.24
14	Shure MX418S/C 18" Gooseneck Condenser Microphone	\$204.70	\$2,865.80
6	Shure MX412S/C 12" Gooseneck Condenser Microphone	\$204.71	\$1,228.26
5	Shure SLX14/85 Includes SLX1 and WL185 Microflex® Cardioid Lavalier Microphone	\$548.23	\$2,741.15
1	QSC CX204V Audio Amplifier 4 channels, 200 watts/ch at 70V	\$1,130.24	\$1,130.24
1	QSC CX108V 8 channels, 100 watts/ch at 70V	\$1,361.06	\$1,361.06
Section Total			\$15,854.75

Control

1	Crestron PRO3 Control Processor	\$2,961.78	\$2,961.78
1	Crestron TSW-1050-B-S 10.1" Touch Screen, Black Smooth	\$1,341.18	\$1,341.18
1	Crestron TSW-1050-TTK-B-S TableTop Kit for TSW-1050, Black Smooth	\$139.71	\$139.71
1	Crestron TSW-550-B-S 5" Touch Screen, Black Smooth	\$726.47	\$726.47
1	Crestron TSW-550/750/1050-SMK Swivel Mount Kit	\$111.77	\$111.77
Section Total			\$5,280.91

Materials

QTY	DESCRIPTION	LMG PRICE	TOTAL
1	Misc. Integration Materials	\$3,985.41	\$3,985.41
MATERIAL Total			\$3,985.41

MISC

Travel

1200	Travel Expenses - Mileage	\$0.65	\$780.00
Section Total			\$780.00

SHIPPING

QTY	DESCRIPTION	LMG PRICE	TOTAL
1	Shipping	\$1,791.36	\$1,791.37
SHIPPING Total			\$1,791.37

LABOR

DESCRIPTION	FINAL PRICE
Installation Labor	\$14,500.00
Crestron Programmer	\$7,125.00
Design/Documentation Labor	\$3,325.00
LABOR Total	\$24,950.00

ORDER TOTALS

EQUIPMENT AND MATERIALS SUBTOTAL	\$112,478.63		
MISCELLANEOUS SUBTOTAL	\$780.00		
SHIPPING COST	\$1,791.37		
LABOR SUBTOTAL	\$24,950.00		
SUBTOTAL	\$140,000.00		
TAX - Nontaxable Tax Code	\$0.00		
<table border="1" style="width: 100%;"><tr><td style="text-align: right;">GRAND TOTAL</td><td style="text-align: right;">\$140,000.00</td></tr></table>		GRAND TOTAL	\$140,000.00
GRAND TOTAL	\$140,000.00		

TERMS: Pre Paid

** Late payment on final invoice may result in the forfeiture of LMG discounts included in this Quote.*

*Payment can be in the form of electronic funds transfer/ACH or check.
Credit card payments are accepted but subject to 3% convenience fee.*

Accepted & Agreed

Date

Pierre Lesperance

TERMS OF SALE:

- * \$25.00 Charge on returned checks.
- * A Finance charge will be assessed on late payments at the rate of 1.8% per month (18% per annum), or the maximum permissible rate under law, whichever is less.
- * Quotation is confirmed upon receipt of signed contract and deposit obligations.
- * Quoted prices and availability are valid for 30 days from original quote and subject to change without notice.
- * Shipping costs, if indicated above, are an estimate. Actual charges will be added to final invoice.
- * Local tax will be added if applicable. (Florida Exemption Number must be submitted at the time of purchase)
- * LMG will invoice for all equipment upon receipt of the signed Acceptance of Delivery. Balances, including labor and materials will be invoiced upon completion of installation.
- * Returns/Exchanges must be within 10 Business Days of Purchase with approval from an LMG representative. Items must include all original packaging and materials, and are subject to applicable restocking and return shipping fees.
- * Special Order / non-stocked items may not be eligible for return without manufacturer's authorization and are subject to applicable restocking and return shipping fees.
- * All equipment is covered under the manufacturers warranty for the time limits specified. LMG warrants all cabling, wiring, and workmanship for a period of ninety (90) days from the completion of work unless otherwise stated.
- * LMG will supply a copy of all equipment manuals, operating instructions and manufacturers' warranties for all systems and components following completion.
- * Payments should be mailed to P.O. Box 770429 Orlando, FL 32877-0429 or Federal Express delivery to address above.
- * American Express / Visa / Master Card accepted.
- * Customer agrees to pay LMG all costs of collection, including a reasonable attorney's fee, court costs and associated expenses, in the event it becomes necessary to place this account with an attorney or other agent for collection.